

**VIRGINIA DEPARTMENT OF MOTOR VEHICLES
INVITATION FOR BID (IFB)**

Issue Date: July 13, 2006**IFB#:** 154:7-008**Title:** Card Mailing System Rental, with Complete Service and Maintenance for a 24-month Period**Commodity Code:** 42066

Issuing Agency: Commonwealth of Virginia
Department of Motor Vehicles
2300 West Broad Street
P.O. Box 27412
Richmond, VA 23269-0001

Period of Contract: From October 1, 2006 Through September 30, 2008 with one (1) six-(6) month optional renewal.

Sealed Bids Will Be Received Until 3:00 p.m., Monday July 24, 2006 For Furnishing The Services Described Herein And Then Opened In Public At 3:00 p.m. Tuesday July 25, 2006.

All Inquiries shall be received by 3:00 p.m., Wed. July 19, 2006 and shall be directed to: Jackie Parsley, CPPB, VCO Procurement Specialist Sr., (Jackie.Parsley@dmv.virginia.gov) or Fax: (804) 367-0046.

IF BIDS ARE MAILED, SEND DIRECTLY TO ISSUING AGENCY SHOWN ABOVE. IF BIDS ARE HAND DELIVERED, DELIVER TO: DEPARTMENT OF MOTOR VEHICLES, SECURITY DESK, Attn: JACKIE PARSLEY, 2300 WEST BROAD STREET, RICHMOND, VIRGINIA 23220.

In compliance with this Invitation for Bids and all the conditions imposed herein, the undersigned offers and agrees to furnish the services at the price(s) indicated in Section 8, Pricing Schedule.

Name and Address of Firm:

Date: _____

By: _____

(Signature in Ink)

_____ Zip Code _____

Name: _____

(Please Print)

FEI/FIN NO. _____

Title: _____

Fax Number (____) _____

Telephone (____) _____

Email Address: _____

The Bidder accepts the Terms and Conditions stated in this Invitation for Bids.

_____ Yes

_____ No

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Note: This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia, 2.2-4343.1, or against a bidder or Offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

I. PURPOSE:

The purpose of this Invitation for Bids is to establish a contract with one qualified source to provide a 24-month rental for a plastic card mailing system capable of mailing driver's licenses to customers of Virginia Department of Motor Vehicles.

II. SCOPE OF WORK:**A. PRODUCT AS SPECIFIED BELOW OR EQUIVILENT**

- DYNETICS INTELLIFOLD™ CARD MAILING SYSTEM (CMS)
350-INTFOLD-16, BASE SYSTEM
- 350-A-0081, Computer Options (increase ram, processor, hard drive)
- 350-A-0027, 1D Barcode Backside of card read
- 350-A-0041, Carrier verification, Laser Line Scanner
- 350-A-MATCH, Verification Matching Technology
- 350-A-0061, HP Simplex Carrier Printer
- 350-A-0090, KAS Envelope Inserter w/3 side insert feeders
- 350-A-0070, Parts Kit, Contractor to maintain recommended spare parts kit on-site

Bidder shall provide detailed product literature if equipment provided is not the Dynetics product listed above.

B. GENERAL REQUIREMENTS:

1. Furnish and Install a turnkey, intelligent, stand-alone card mailing system capable of:
 - Accepting a plastic driver's license bar-coded on the back with the following format in a linear bar code:

Format: Code 128

Content:

Field	Length	General Information
1	12	Customer Number
2	8	Date of Birth
3	8	Expiration Date

Example: (β=space)

998877664βββ1970010120050131

- Reading the linear barcode

- Accessing a separate database housed on the vendor's equipment, containing the customer number, date of birth, customer name, mailing address and jurisdiction
 - Database must be capable of storing 1.2 million bites (5 days of data) and programmed to purge the first day's data on day six.
 - The system must be able to read and print the customer's name and mailing address information from a standard address file (i.e, ASCII, EXCEL, ACCESS, etc) contained in the database and to produce the information onto the card carrier sheet.
 - Verifying that the correct driver's license is attached/inserted with the correct carrier sheet
 - Attaching the driver's license to the printed carrier sheet for inserting
 - Folding and inserting the carrier sheet in an envelope
 - Sealing the envelope
2. The card mailing system must incorporate a bar code reader capable of reading a 1-dimensional barcode located on the back of a credit card sized driver's license, matching that information from an address file provided by the Agency, and then generating a name and mailing address from the information onto a card carrier.
 3. The card insertion system must be capable of folding the sheet with affixed card in three sections (z-fold) for insertion into a standard number 10 window envelope, inserting the folded sheet in the envelope and sealing the envelope for mailing.
 4. The insertion mechanism must be switch-able so that it can be turned off when not needed.
 5. Carrier/form laser printing, verification and insertion of the driver's license to card carrier, and envelope inserting and sealing must take place in a single operation and without any external intervention, to eliminate all possible errors.
 6. If there is a discrepancy in the verification process, the license and card carrier must be automatically rejected from the production cycle.
 7. All lines of the address must be formatted with a uniform left margin.
 8. All lines must be parallel to the bottom of the envelope
 9. The bottom line of an address must be the City, State and Zip Code
 10. All letters used to print the address must be in black ink using capital letters

11. Clear Spaces between words must be equal to the width of one full-size character
12. There must be a clear horizontal space between each line of the address
13. Punctuation must be omitted in printing the address
14. The card mailing system must allow the user to enter an optional message to be printed on the insertion sheet when desired. The user must be able to select the location for the optional printed message using an online interface to the system.
15. The system must allow the user to request and print statistics such as the number of driver's licenses processed per day or list the driver's licenses inserted over the course of a day by customer number.
16. The system must be capable of optionally printing the address information onto two (2) different card carriers. The Adult Card Carrier will only require the name and address to print once. The Juvenile Card Carrier requires the name and address to print twice. Once for mailing and the second on a peel off label. The peel-off label must remain on the sheet for use by DMV during final handling.
17. The card mailing system must be capable of handling a minimum of 1000 driver's licenses per hour, including any optional printing, such as a 1-line message per insertion sheet.
18. The card mailing system must ensure the accuracy of its operation by verifying the each driver's license is attached/inserted with the correct sheet.
19. The card mailing system must utilize 110 VAC, 50/60Hz and shall not require more space than 8ft x 16ft space available.
20. Expendable materials, such as the ink cartridges for the printers, shall be readily available through supply houses.

Bidder must provide the below information for those items that DMV will be required to purchase for the duration of the rental;

<u>Description</u>	<u>Manufacturer</u>	<u>Model Number</u>	<u>Est. Cost per unit</u>
_____	_____	_____	_____
_____	_____	_____	_____

- | | | | |
|--|--|--|--|
| | | | |
| | | | |
21. The equipment shall accept standard 8.5"x11" size card carrier.
 22. The equipment must be able to feed and print on paper with a weight between 20# 4 bond up to #90 index or equivalent thickness pre-printed card carriers.
 23. Bidder must state the printing and card attachment limitations for the carrier sheet. (Example, location of printed address, card placement, etc).
 24. A thirty (30) day acceptance period will begin when the installation of the card mailing system is completed. The system will be considered acceptable when it has successfully demonstrated a full week of daily operation with no more than 5% downtime due to equipment failures, media jams, or other malfunctions. DMV reserves the right to accept or reject the rental equipment as it deems fit.
 25. Contractor must maintain a recommended spare parts kit on-site at DMV.
 26. The Contractor shall furnish any and all supplies required for the card mailing system set up. DMV will provide the envelopes and all card carriers.

C. TRAINING REQUIREMENTS:

1. The Contractor shall provide training on site at DMV for as many as six (6) DMV employees. The training shall be adequate to enable the staff to operate the card mailing system, perform basic trouble-shooting, and identify problems.

D. HARDWARE AND SOFTWARE REQUIREMENTS:

1. Any software required to allow for a fully functional/operational system must be provided with the equipment.
2. Hardware & Software must be capable of communicating with files provided by DMV and be able to read, store and print name and address, plus any other variable information requested by DMV, on the card carriers.

E. SERVICE/MAINTENANCE REQUIREMENTS:

1. As part of the 24-month rental, the Contractor must provide a service and maintenance agreement with at least the following;
 - 4 hour response time (average) for technician to be on-site
 - Service Monday through Friday – 8:00am until 5:00pm excluding major holidays
 - Local or toll-free telephone number provided to DMV for service call

F. INSTALLATION/SET-UP

1. Delivery, Installation, and Set-up must be complete by September 30, 2006, with testing completed by November 1, 2006 unless an extension is approved by DMV.
2. The Contractor shall plan and coordinate the performance of the installation/set-up with the Agency's representative in order to expedite the work so as to cause minimal disturbance of the agency. The Contractor shall notify the Agency's Representative at least three (3) working days prior to beginning such work.
3. Competent technicians who are employees of the Contractor and familiar with the specific equipment shall perform the work. The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work.
4. Contractor shall perform the described work in accordance with the manufacturer's recommendations and these Specifications. The Contractor shall provide all mechanical connectors and electrical cables, and any other incidental items necessary to provide a completely operational system. The Contractor shall pick up and lawfully dispose of all installation debris off State Property at the conclusion of each workday.
5. Any damage to existing facilities, equipment or finished surfaces resulting from this work shall be repaired to the Agency's satisfaction at the Contractors sole expense.
6. At the conclusion of the installation, the Contractor shall demonstrate to the Agency's Representative that the equipment is fully operational and in compliance with these Specifications. The Contractor at the Contractors sole expense shall promptly and permanently correct any deficiencies. The Contractor shall conduct thorough testing of the card mailing process. DMV will approve the results of the testing as complete or incomplete.

Once the Contractor is approved by DMV to proceed after testing is complete, the installation, set-up process will be deemed complete.

III. GENERAL TERMS AND CONDITIONS

- A. **VENDORS MANUAL:** This solicitation is subject to the provisions of the Commonwealth of Virginia *Vendors Manual* and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. The procedure for filing contractual claims is in section 7.19 of the *Vendors Manual*. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at www.dgs.state.va.us/dps under "Manuals."
- B. **APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The agency and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (*Code of Virginia*, § 2.2-4366). ADR procedures are described in Chapter 9 of the *Vendors Manual*. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.
- C. **ANTI-DISCRIMINATION:** By submitting their bids, bidders certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1E).

In every contract over \$10,000 the provisions in 1. and 2. Below apply:

1. During the performance of this contract, the contractor agrees as follows:
 - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
 - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
 2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.
- D. **ETHICS IN PUBLIC CONTRACTING:** By submitting their bids, bidders certify that their bids are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other bidder, supplier, manufacturer or subcontractor in connection with their bid, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.
- E. **IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By submitting their bids, bidders certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.
- F. **DEBARMENT STATUS:** By submitting their bids, bidders certify that they are not currently debarred by the Commonwealth of Virginia from submitting offers or bids on contracts for the type of goods and/or services

covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.

- G. **ANTITRUST:** By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by the Commonwealth of Virginia under said contract.

H. **MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS**

Failure to submit a bid on the official state form provided for that purpose may be a cause for rejection of the bid. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the bid; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a bid.

- I. **CLARIFICATION OF TERMS:** If any prospective bidder has questions about the specifications or other solicitation documents, the prospective bidder should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.

J. **PAYMENT:**

1. **To Prime Contractor:**

- a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the state contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).
- b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.
- c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by

the contractor at the contract price, regardless of which public agency is being billed.

- d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or the date of offset when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.
- e. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges that appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia*, § 2.2-4363).

2. To Subcontractors:

- a. A contractor awarded a contract under this solicitation is hereby obligated:
 - (1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
 - (2) To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.
- b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from the Commonwealth, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A

contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of the Commonwealth.

3. Each prime contractor who wins an award in which provision of a SWAM procurement plan is a condition to the award, shall deliver to the contracting agency or institution, on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWAM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency or institution, or other appropriate penalties may be assessed in lieu of withholding such payment.

- K. **PRECEDENCE OF TERMS:** The following General Terms and Conditions *VENDORS MANUAL*, APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT STATUS, ANTITRUST, MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS, CLARIFICATION OF TERMS, PAYMENT shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.
- L. **QUALIFICATIONS OF BIDDERS:** The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the bidder to perform the services/furnish the goods and the bidder shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect bidder's physical facilities prior to award to satisfy questions regarding the bidder's capabilities. The Commonwealth further reserves the right to reject any bid if the evidence submitted by, or investigations of, such bidder fails to satisfy the Commonwealth that such bidder is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.
- M. **TESTING AND INSPECTION:** The Commonwealth reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.
- N. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.

O. **CHANGES TO THE CONTRACT:** Changes can be made to the contract in any of the following ways:

1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
2. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:
 - a. By mutual agreement between the parties in writing; or
 - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the contractor's records and/or to determine the correct number of units independently; or
 - c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia *Vendors Manual*. Neither the existence of a claim nor a dispute resolution process, litigation or

any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.

P. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.

Q. **INSURANCE:** By signing and submitting a offer or bid under this solicitation, the Offerors or bidders certifies that if awarded the contract, it will have the following insurance coverage at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*. The Bidder or offeror further certifies that the contractor and any subcontractors will maintain these insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:

1. Workers' Compensation - Statutory requirements and benefits.
Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change their workers' compensation requirements under the *Code of Virginia* during the course of the contract shall be in noncompliance with the contract.
2. Employer's Liability - \$100,000.
3. Commercial General Liability - \$1,000,000 per occurrence.
Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.

R. **ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a contract over \$50,000, as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA web site (www.eva.state.va.us) for a minimum of 10 days.

- S. **DRUG-FREE WORKPLACE:** During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, “*drug-free workplace*” means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

- T. **NONDISCRIMINATION OF CONTRACTORS:** A Bidder, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the offeror or bidder employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.
- U. **eVA Business-To-Government Vendor Registration:** The eVA Internet electronic procurement solution, web site portal www.eVA.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet e-procurement solution either through the eVA Basic Vendor Registration Service or eVA Premium Vendor Registration Service. All

bidders or offerors must register in eVA; failure to register will result in the bid/bid being rejected.

- a. eVA Basic Vendor Registration Service: \$25 Annual Registration Fee plus the appropriate order Transaction Fee specified below. eVA Basic Vendor Registration Service includes electronic order receipt, vendor catalog posting, on-line registration, electronic bidding, and the ability to research historical procurement data available in the eVA purchase transaction data warehouse.
- b. eVA Premium Vendor Registration Service: \$25 Annual Registration Fee plus the appropriate order Transaction Fee specified below. eVA Premium Vendor Registration Service includes all benefits of the eVA Basic Vendor Registration Service plus automatic email or fax notification of solicitations and amendments.
- c. For orders issued prior to August 16, 2006, the Vendor Transaction Fee is 1%, capped at a maximum of \$500 per order.
- d. For orders issued August 16, 2006 and after, the Vendor Transaction Fee is:
 - (i) DMBE-certified Small Businesses: 1%, capped at \$500 per order.
 - (ii) Businesses that are not DMBE-certified Small Businesses: 1%, capped at \$1,500 per order.

IV. SPECIAL TERMS AND CONDITIONS

- A. **ACCESSIBILITY:** The Bidder certifies to the Commonwealth that the product(s) and/or services provided pursuant to this contract conform to all applicable Federal and State laws, regulations, rules and guidance documents, (including but not limited to the Americans with Disabilities Act) which are applicable to the Contractor and/or the Department of Motor Vehicles (in its capacity as an employer and/or as a state agency providing products and services to the public) in the procurement and/or use of the products and/or services provided pursuant to this Contract and in the provision of such products and/or services to the public. The Contractor shall include this provision in every contract or purchase order for subcontractors or vendors in any way related to his Contract and/or the services and products provided hereunder, so that the provisions will be binding upon each subcontractor or vendor.
- B. **ADVERTISING:** In the event a contract is awarded for supplies, equipment, or services resulting from this bid, no indication of such sales or services to the Department of Motor Vehicles (DMV) will be used in product literature or advertising. The contractor shall not state in any of its advertising or product

literature that the Commonwealth of Virginia or any agency or institution of the Commonwealth has purchased or uses its products or services.

- C. **AUDIT:** The contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The agency, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.
- D. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
- G. **AWARD:** The Commonwealth will make the award on the total sum basis to the lowest responsive and responsible bidder. The purchasing office reserves the right to conduct any test it may deem advisable and to make all evaluations. The Commonwealth also reserves the right to reject any or all bids, in whole or in part, to waive informalities and to delete items prior to making the award, whenever it is deemed in the sole opinion of the procuring public body to be in its best interest.
- F. **CANCELLATION OF CONTRACT:** The purchasing agency reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
- G. **CONFIDENTIALITY (Commonwealth):** The Contractor recognizes that DMV's records related to this Contract may be subject to public inspection, and it shall be the Contractor's responsibility to fully comply with § 2.2-4342F of the *Code of Virginia*. All trade secrets or proprietary information must be identified in writing or other tangible form and conspicuously labeled as "proprietary" either prior to or at the time of submission to DMV. DMV agrees that neither it nor its employees, representatives, or agents shall knowingly divulge any proprietary information with respect to the operation of the software, the technology embodied therein, or any other trade secret or proprietary information related thereto, except as specifically authorized by the Contractor in writing or as required by the Freedom of Information Act or similar law.
- H. **CONFIDENTIALITY OF AGENCY INFORMATION:**
- a. Contractor acknowledges and agrees that information and data contained in, or derived from, the records of DMV, which pertains to drivers and/or vehicles, is regulated by federal and state laws, regulations and rules, including but not

limited to the Federal Driver Privacy Protection Act of 1994 (18 U.S.C. §§2721 et seq.), the Virginia Privacy Protection Act of 1976 (Va. Code §§2.1-377 et seq.), and its successors, the Government Data Collection and Dissemination Practices Act (Va Code §§ 22-3800 et seq) and Virginia Code §§ 46.2-208 et seq.

- (1) Any information or data contained in or derived from the records of DMV, which pertains to drivers and/or vehicles, is confidential and private and shall be used only for the purpose for which it was provided to Contractor. Contractor will collect, maintain and use such information and data in a secure manner and will not, for any reason, disclose, disseminate or distribute such information or data or provide access to such information or data to any person other than those persons who need to access such information or data for delivery of products or services hereunder.
 - (2) At such time as Contractor no longer has need or use for the information and data in order to satisfy its obligations and performance under this Contract, Contractor shall destroy the information and data in a secure manner.
- b. Contractor shall, at all times, remain fully informed of and in compliance with all federal and state laws, regulations, rules and guidance documents pertaining to the acquisition, maintenance, use and release of information and data contained in or derived from DMV records. Contractor shall indemnify DMV in accordance with the Indemnification provisions contained in this contract as a result of any acts or omissions of Contractor, its agents or employees, with regard to information and data provided by or obtained from DMV.
 - c. Contractor's agents and employees, working in any phase of the design, operation or maintenance of the Secure DL/ID system, may be subject to DMV security clearances or other security requirements imposed by the Commonwealth. In addition, individuals working on this Contract will be required to sign a confidentially agreement.
 - d. Contractor will ensure confidentiality of all DMV testing information provided to or obtained by Contractor, its agents or employees.
 - e. In addition to any other remedy provided in this Contract, including but not limited to indemnification, DMV may, in the event that Contractor has not, or DMV reasonably suspects that Contractor has not, complied with the provisions of this section, deny and terminate Contractor's access to information and data and retrieve all such information and data thus far provided to or obtained by Contractor pursuant to this Contract. In the event that denial and termination of Contractors access to information and/or data prevents Contractor from satisfying its obligations under this contract, Contractor shall be deemed to be in breach/default of the contract.

- I. **DELIVERY:** State your earliest firm delivery date: _____. This date may be a factor in making the award.
- J. **EXCESSIVE DOWNTIME:** Equipment or software furnished under the contract shall be capable of continuous operation. Should the equipment or software become inoperable for a period of more than 72 hours, the contractor agrees to pro-rate the quarterly rental fee to account for each full day of inoperability. The period of inoperability shall commence upon initial notification. In the event the equipment or software remains inoperable for more than 5 consecutive business days, the contractor shall promptly replace the equipment or software at no charge upon request of the procuring agency. Such replacement shall be with new, unused product(s) of comparable quality, and must be installed and operational within 5 consecutive business days following the request for replacement.
- K. **IDENTIFICATION OF BID ENVELOPE:** The bidder's signed Bid should be returned in a separate envelope or package, sealed and identified as follows:

From: _____ July 24, 2006 _____ 3:00pm EST _____
Name of Bidder Due Date Time

_____ 154:7-008 _____
Street or Box Number IFB No.

_____ _____
City, State, Zip Code IFB Title

Name of Contract/Purchase Officer or Buyer _____ Jackie Parsley _____

The envelope should be addressed as directed on Page 1 of the solicitation.

If a bid not contained in the special envelope is mailed, the bidder takes the risk that the envelope and/or package, even if marked as described above, may be inadvertently opened and the information compromised which may cause the bid to be disqualified. Bids may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other bids should be placed in the envelope.

- L. **INSTALLATION:** All items must be assembled and set in place, ready for use. All crating and other debris must be removed from the premises.
- M. **NEGOTIATION WITH THE LOWEST BIDDER:** Unless all bids are cancelled or rejected, the Commonwealth reserves the right granted by 2.2-4318 of the *Code Of Virginia* to negotiate with the lowest responsive, responsible bidder to obtain a contract price within the funds available to the agency whenever such low bid exceeds the agency's available funds. For the purpose of determining when such

negotiations may take place, the term “available funds” shall mean those funds, which were budgeted by the agency for this contract prior to the issuance of the written Invitation for Bids. Negotiations with the low bidder may include both modifications of the bid price and the Scope of Work/Specifications to be performed. The agency shall initiate such negotiations by written notice to the lowest responsive, responsible bidder that its bid exceeds the available funds and that the agency wishes to negotiate a lower contract price. The times, places and manner of negotiating shall be agreed to by the agency and the lowest responsive, responsible bidder.

- N. OWNERSHIP OF INTELLECTUAL PROPERTY:** All copyright and patent rights to all papers, reports, forms, deliverables, materials, creations, or inventions created or developed in the performance of this contract shall become the sole property of the Commonwealth. On request, the contractor shall promptly provide an acknowledgment or assignment in a tangible form satisfactory to the Commonwealth to evidence the Commonwealth’s sole ownership of specifically identified intellectual property created or developed in the performance of the contract.
- O. PRIME CONTRACTOR RESPONSIBILITIES:** The Contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime Contractor. The Contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.
- P. PRODUCT INFORMATION:** The bidder shall clearly and specifically identify the product being offered and enclose complete and detailed descriptive literature, catalog cuts and specifications with the bid to enable the Commonwealth to determine if the product offered meets the requirements of the solicitation. Failure to do so may cause the bid to be considered nonresponsive.
- Q. BID ACCEPTANCE PERIOD:** Any Bid in response to this solicitation shall be valid for ninety (90) days. At the end of the ninety (90) days the Bid may be withdrawn at the written request of the bidder. If the bid is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.
- R. RENEWAL OF CONTRACT:** Following the initial term, this contract may be renewed by the Commonwealth, in its sole discretion, for one one-year period under the terms and conditions of the original contract. Written notice of the Commonwealth’s intention to renew shall be given approximately 60 days prior to the expiration date of each contract period.
- S. SECURITY REQUIREMENTS:** All employees of the Contractor working on this project may be required to submit fingerprinting and a fingerprint-based criminal history check conducted by DMV at the expense of the Contractor and in accordance with the procedures applicable to DMV employees. The eligibility of Contractor’s

employees to work on this project may be contingent upon satisfactory results of the criminal history check which are subject to the standards of review applicable to DMV employees.

The Contractor will be required to obtain from its employees working on this project the appropriate information release forms completed and signed by each employee and giving his/her consent to the fingerprinting and criminal history check. Such completed and signed forms must be submitted by the Contractor to DMV prior to the criminal history check. Employees of the Contractor who refuse to consent to the criminal history check will not be permitted to work on this project.

T. SMALL, WOMEN, AND MINORITY-OWNED BUSINESSES

SUBCONTRACTING AND EVIDENCE OF COMPLIANCE: Where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the Contractor is encouraged to offer such business to small, women, and/or minority-owned (SWAM) businesses. If SWAM subcontractors are used, the prime Contractor agrees to report the use of SWAM subcontractors by providing the purchasing office at a minimum the following information: name of firm, phone number, total dollar amount subcontracted, category type (small, women, or minority-owned), and type of product/service provided.

- U. SUBCONTRACTS:** No portion of the work shall be subcontracted without prior written consent of the purchasing agency. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish the purchasing agency the names, qualifications and experience of their proposed subcontractors. The contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.

V. PRE-BID CONFERENCE:

There will be no pre-bid conference held for this solicitation.

VI. METHOD OF AWARD:

An award will be made to the lowest responsive and responsible bidder based on grand total of 24-month rental plus optional extension. The Commonwealth reserves the right to reject any and all bids in whole or in part, to waive any informality, and to delete and requirements prior to making an award.

VII. METHOD OF PAYMENT:

Contractor is to submit first invoice upon complete delivery and install of the rental equipment. Contractor will be paid quarterly, within thirty days after the Contractors submission of a proper invoice.

Contractor shall submit invoices directly to:

Department of Motor Vehicles
ATTN: Invoice Processing
PO Box 25700
Richmond, VA 23260-5700

VIII. PRICING SCHEDULE:

The bidder shall provide the following services in accordance with the IFB requirements at the following prices;

- Initial Payment Installment (after delivery), to include first quarter \$ _____
- Quarterly Payments (total of seven (7) payments) \$ _____
- Six-Month Optional Extension \$ _____

GRAND TOTAL \$ _____

IX. ATTACHMENTS:**ATTACHMENT A**

Note: The following information is required as part of your response to this solicitation. Failure to complete and provide this sheet may result in finding your proposal non-responsive.

1. Qualification: The vendor must have the capability and capacity in all respects to satisfy fully all of the contractual requirements.

2. Vendor's Primary Contact:

Name: _____ Phone: _____

3. Years in Business: Indicate the length of time you have been in business providing this type of good or service:
_____ Years _____ Months

4. Vendor Information:

FIN or FEI Number: _____ If
Company, Corporation, or Partnership

Social Security Number: _____ If
Individual

5. Indicate below a listing of at least three (3) current or recent accounts, either commercial or governmental, that your company is servicing, has serviced, or has provided similar goods. Include the length of service and the name, address, and telephone number of the point of contact.

A. Company: _____ Contact: _____

Phone: (_____) _____ Fax: (_____) _____

Project: _____

Dates of Service: _____ \$Value: _____

B. Company _____ Contact: _____

Phone: (_____) _____ Fax: (_____) _____

Project: _____

Dates of Service: _____ \$ Value _____

C. Company:_____Contact: _____

Phone:(_____)_____Fax:(_____)_____

Project:_____

Dates of Service: _____\$ Value: _____

I certify the accuracy of this information.

Signed: _____Title: _____

Date: _____

END OF DOCUMENT